### CONTRACT #13 RFS # N/A FA # N/A

### Tennessee Board of Regents University of Memphis

VENDOR: Carpenter Sullivan Sossaman



### **Tennessee Board of Regents**

1415 Murfreesboro Road - Suite 350 - Nashville, Tennessee 37217-2833 (615) 366-4400 FAX (615) 366-4464 RECEIVED

JUN 0 2 2008

May 30, 2008

FISCAL REVIEW

Ms. Leni S. Chick Fiscal Analyst Rachel Jackson Building, 8<sup>th</sup> Floor Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Agreement between the University of Memphis and Carpenter Sullivan Sossaman for marketing and advertising services. Please note that this is an Amendment to an existing contract and the term of this Agreement expires 6/30/2008.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed. If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Ange a A. Gregory

Director of Purchasing and Contracts

CC:

Charles Manning
Bob Adams
William Mueller HO

William Mueller, UOM

Austin Peay State University • East Tennessee State University • Middle Tennessee State University • Tennessee State University • University of Memphis • Chattanooga State Technical Community College
Cleveland State Community College • Columbia State Community College • Dyersburg State Community College
Jackson State Community College • Motlow State Community College • Pellissippi State Technical Community College
Roane State Community College • Southwest Tennessee Community College • Volunteer State Community College
Walters State Community College • Nashville State Technical Community College • Northeast State Technical Community College
The Tennessee Technology Centers

# REQUEST: NON-COMPETITIVE CONTRACT

**APPROVED** 

JUN 0 2 2008

### FISCAL REVIEW

Commissioner of Finance & Administration Date:

	Each of the request items A request can not be cons requirements individually	below indicates specific information that <u>must</u> be individually detailed sidered if information provided is incomplete, non-responsive, or does as required.	or addressed <u>as required</u> . not clearly address each of the						
1)	RFS#								
2)	State Agency Name :	University of Memphis	Jniversity of Memphis						
3)	Service Caption :	Advertising and Marketing Services							
4)	4) Proposed Contractor : Carpenter Sullivan Sossaman								
5)	Contract Start Date : (att	tached explanation required if date is < 60 days after F&A receipt)							
6)	Contract End Date IF all	Options to Extend the Contract are Exercised :	June 30, 2008						
7)	Total Maximum Cost IF	2,000,000							
8)	Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interest	of the state						
		only one uniquely qualified service provider able to provi	de the service						
9)	Description of Service to	o be Acquired :							
The cor Re a s Aff Un Un cor ma wh for Add	e results of a research stud mmunity partner FedEx, on commendations for the Uni enior level postion to guide ter a national search, Bob E iversity image advertising, p 2007, additional funds were iversity's research faculty a hract. In addition, in order terials from each college w ich included all University n iversity. In total, the addition each of the colleges, place	tising and marketing services master order by \$330,000 for FY08.  y conducted in 2005 by Ketchum, a leading, international public relabehalf of the University of Memphis (Revealing Memphis' Best-Kepversity of Memphis) strongly recommended that the administration reputation management, branding, crisis management and both intended with the marketing and combined to the Marketing and combined to his budget to establish a multimedia campaign that focus added to his budget to establish a multimedia campaign that focus added to his budget to establish a multimedia campaign that focus and students, as well as student recruiting. These funds were not put to establish brand standards across the entire University and to make ere assigned by the VP to his staff and, if the agency was used to contact as created, instead of individual invoices and checks being image campaign and the inclusion of all recruitment, fundraising the combined amount above the limit set by the 2005 contract will TBR, the University has offered an RFP for agency contract that will be above.	of the University needed a to establish ternal and external communications. Communications Division. All site was assigned to his management, ses on building the reputation of the art of the previous advertising agency intain quality control, all marketing develop these materials, one invoice ng issued by the agency and g and informational materials created th Carpenter, Sullivan, Sossaman						
10)	Explanation of the Need	for or Requirement Placed on the Procuring Agency to Acqui	re the Service :						
Ad	ditional funding has been seearch revealed that the Un	et aside for the increase to promote our image and recruitment adviversity should exploit its attributes through image advertising, comi	ertising campaigns. A consumer munity public relations messages and						

strategic marketing initiatives. As a result, the University received approval for a new position to hire a Vice President of Marketing and Communication. Mr. Bob Eoff was hired in August 2007 and charged with increasing the promotion of the University's image and recruitment advertising campaigns. All marketing materials from each college are now being ordered through the University's Marketing Department.					
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :					
Yes, competitive bids					
12) Name & Address of the Proposed Contractor's Principal Owner(s) :  (not required if proposed contractor is a state education institution)					
Carpenter Sullivan Sossaman; 400 Union Ave.; Memphis, TN 38103-3216					
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :					
Company has been in business since 1987. The University of Memphis has contracted with company since March 2000, via Request for Proposals.					
Documentation of Office for Information Resources Endorsement :     (required only if the subject service involves information technology)					
select one: Documentation Not Applicable to this Request Documentation Attached to this Request					
15) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)					
select one: Documentation Not Applicable to this Request Documentation Attached to this Request					
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)					
select one: Documentation Not Applicable to this Request Documentation Attached to this Request					
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :					
Original master order, with renewal options was competitively bid					
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process:  (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)					
This master order was competitively bid in FY05, with renewal options, and will end June 30, 2008. The additional advertising/marketing services and costs are required by the University to accommodate an approved increase in UofM marketing efforts/strategies during this contract period. Continuity of services with this vendor is predicated on the vendor's experience and exclusive capabilities with the University's marketing strategy. Use of this vendor to complete the term of the contract is in the best interests of the University. The various colleges and departments are utilizing the agreement, in addition to the Marketing Department. Note: A new Request for Proposal (RFP) process was initiated last month and the University is in process of evaluating proposal responses to establish a new marketing and advertising contract, effective July 1, 2008.					
REQUESTING AGENCY HEAD SIGNATURE & DATE:  (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)					
Agency Head Signature 5 29 08  Date					

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

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Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

### PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0015831** 

Issue Date: 08/07/07

Page No:

Delivery Date: 08/07/07

Vendor ID: 000005194

Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct involces are received, whichever is later.

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SEND INVOICE IN DUPLICATE TO: SHIP TO: В

303 Administration Bldg Н 3720 Alumni Dr Memphis TN 38152-3370

ATTN: Pamela DeShields

University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

> Reference Bid No. B500860, FY05-M500920-1ST YR, FY06-P0000447-2ND YR, FY07-P0008497-3RD YR, FY08-P0015831-4TH YR, FY09-5TH AND FINAL YEAR. THIS WILL RE-BID FOR FY10

The parties agree that the following shall be essential Terms and Conditions of this Blanket/ Master Order Contract Agreement.

1. The entire contract between the parties consists of this Blanket/Master Order, The Request for Proposals (Referenced herein), Contractor's Proposal response and any Addenda and/or Amendments to this Blanket/Master order Hereafter executed. In the event of conflicting provisions, the documents shall be construed according to the following priority: Addenda and/or Amendments

TO LEGAL FORM & CONTENT Q.

TOTAL:

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

ACCOUNTING INFORMATION:

110001-610000-74470

400,000.00

Approved By:

AUTHORIZED SIGNATURE:

FOR THE UNIVERSITY OF MEMPHIS

Approved:

Charles W. Manus THENDOR COPY

Dr.

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

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**Procurement Services** 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

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Page No: 3

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SHIP TO:	·		SEND INVOICE IN DUPLICATE TO:			
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3. This Blanket/Master ordeither party by giving write at least thirty (30) days he date of termination. In the shall be entitled to receive compensation for any satisfication completed as of the termina 4. If the supplier/contractimely and proper manner the obligations under this Blanket will be supplier shall violate this Blanket/Master order, have the right to immediate Blanket/Master order and will excess of fair compensation Notwithstanding the above,	ten noefore e even re justactor action ottor for supuket/M any othe Uely teithhold for	otice to to the effect, the sur t and equi y authorized date. ails to fre plier's master Order f the terred iniversity reminate the d payments work compli	the other ective upplier uitable ized work  fulfill in  der, or if rms of y shall this ts in pleted.			
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110001-610000-74470 400,000.00						

Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

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DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.		PARTONIE RICES			
be relieved of liability to the damages sustained by virture of Blanket/Master order by the substitute of the supplier shall maintate all charges against the Universal Blanket/Master order. The book documents of the supplier, into work performed or money recommend the substitute of three (3) full years final payment, and be subject reasonable time and upon reasonable t	of any breach of applier. in documentation rsity under this ks, records and sofar as they received under thi maintained for s from the date to audit, at an onable notice, b of the Treasury duly appointed	for late s a of y the			
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ACCOUNTING INFORMATION:		FOR THE UNIVERSITY OF MEMPHIS			
110001-610000-74470 400,000.00					

VENDOR COPY

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

### **PURCHASE ORDER**

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman Rob Hoerter

400 Union Ave

Memphis TN 38103-3216

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Delivery Date: 08/07/07

				Vendor ID: บ	00005194		
Please supply the following Items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.							
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**Procurement Services** 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

### PURCHASE ORDER

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0015831** 

Issue Date: 08/07/07

Page No:

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

**ISSUED** TO:

Carpenter Sullivan Sossaman Rob Hoerter

400 Union Ave Memphis TN 38103-3216

### **PURCHASE ORDER**

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ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

### **PURCHASE ORDER**

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#### University of Memphis Purchase Order - Standard terms and Conditions

- THE ORDER-Furnish the material or services specified in full accordance with conditions printed on the face and back hereof, and any other attachments made a part of this order.
- TERMS OF SALE-Preferred: F.O.B. Destination, Prepaid with freight included in pricing; Acceptable: F.O.B. Destination, Prepay & Add, and freight added to invoice UNLESS another point has been specified by the University of Memphis (University). No unauthorized or collect shipments accepted.
- IDENTIFICATION OF ORDER-The Purchase Order Number must appear on all invoices, correspondence containers, shipping papers, and packing lists.
- CORRESPONDENCE-All correspondence pertaining to this order must be addressed as follows: University of Memphis, Buyer Name, Procurement Services, 115 Administration Bldg, Memphis, TN 38152-3370.
- BILLING INSTRUCTIONS-a. 2-Part Invoice within five (5) days after shipment of material; b. Invoice must show cash discounts. Cash discounts when authorized, will be computed from the date correct invoices are received, c. Send SEPARATE invoices for EACH AND EVERY shipment; d. Submit invoices for returnable containers, stating terms and conditions for return thereof.
- TAXES-do not include Federal Excise or State Tax on your invoices. University is exempt from these taxes. Appropriate certification of exemptions will be furnished upon reasonable request
- INVOICE TERMS-Time in connection with discounts offered will be computed from date of the delivery of the supplies or services to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination when final inspection and acceptance are at the destination point or from date correct invoice is received if the later date is later than the date of delivery
- CONTRACTUAL REMEDIES-The University shall not be bound by any limitations on remedies available to the University of other TBR Institutions. Any attempt to contractually limit remedies will be void on its faces.
- MATERIALS/EQUIPMENT-Unless specifically called for in the Purchase Order, all items shall be new an unused. The Seller warrants that the supplies delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this order for a period of ninety (90) days from the date such supplies are accepted unless otherwise provided herein.
- PACKING LIST-A detailed packing list showing the purchase order must accompany all shipments.
- INSPECTION-All supplies purchased hereunder are subject to inspection and rejection upon receipt by the University, and rejected supplies will be returned at the Seller's expense. Transportation charges paid by the University in returning rejected supplies shall be reimbursed by the Seller. The University's count shall be final and conclusive on all shipments not accompanied by a packing list. In addition to the right to return rejected supplies, in the event of delivery of supplies not in accordance with the requirements of this order, the University may notify the Seller of such damages or deficiencies and if not repaired or corrected by the Seller within ten (10) days after receipt of such notice, or such additional time as may be mutually agreed to by the University and the Seller, the University shall have the right to correct any damages, defects, insufficiencies or improprieties therein and do any other work necessary to put the supplies in condition for the use intended and the cost of such correction shall be deducted from the monies due the Seller under this order.
- CHANGES. The University may at any time by written instructions make changes, within the general scope of this order, in any one or more of the following: a.) Quantity or specifications; b.) Method of shipment or packing; and c.) Place of delivery. If any such change causes any increase or decrease in the cost of, or time required for, performance of this order, any equitable adjustment shall be made in the order price or delivery schedule, or both and the order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this paragraph must be asserted within thirty (30) days from date of receipt by the Seller of the notification or change, provided however, that the University may receive and act upon such claim asserted at any time prior to final payment under this order.
- VARIATIONS IN QUANTITIES-Unless otherwise specified on the face of this order, any variation in the quantities herein called for, not exceeding 10%, will be accepted as compliance 13. with the order when caused by conditions of loading, shipping, packing or allowance in manufacturing process, and payments shall be adjusted accordingly.
- PAYMENT-The Seller shall be paid, upon the submission of invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered in completion, less deductions, if any, in accordance with the provisions of the Tennessee Prompt Pay Act of 1985.
- CANCELLATION OF ORDER-This purchase order or any part thereof may be canceled by either the University or the Seller with the giving of thirty (30) days notice of intent to cancel for reasons including, but not limited to, the following: The University may cancel for costs exceeding the purchase order prices; late delivery, and failure of the Seller to comply with the terms and conditions specified herein. Seller may request cancellation of a purchase order if the Seller is prevented from performance by an act of war, order of a legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the Seller.
- ERRORS-In case of error in calculation or typing, the quoted unit price will be used as the basis for correction of this order.

  NONDISCRIMINATION-The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, gender, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, gender, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
- COMPLIANCE WITH FEDERAL AND STATE LAWS-The Seller shall comply with all applicable Federal and State Laws and regulations in the performance of the Contract. The Contract shall be governed by and subject to the laws of the State of Tennessee.
- MATERIAL SAFETY DATA SHEETS-An up-to-date Material Safety Data Sheet (MMSDS) must accompany all goods requiring one in accordance with current State of Tennessee and 19. Federal laws, rules and regulations.
- COPYRIGHTED/LICENSED PRODUCTS-Seller must be an authorized dealer for selling copyrighted/licensed products under this purchase order. Notwithstanding this, Seller assumes responsibility for any and all liabilities associated with the selling of these products or services upon acceptance of purchase order.
- ACCEPTANCE OF TERMS
  - The goods and/or services shall be fumished by the Seller subject to and in accordance with this order. Seller's acceptance of this order shall constitute agreement to be bound by and comply with all terms and conditions set fort herein. Written acceptance or shipment of all or any portion of the goods or the performance of all or any portion of the services covered by this order by the Seller shall constitute unqualified acceptance of all its terms and conditions.
  - Any additional or different terms and conditions shall not become part of the order, despite the University's receipt thereof unless the University specifically agrees in writing to the inclusion. The Seller's quotation, if any, is incorporated and made a part of this Purchase Order only to the extent of specifying the nature and description of the goods or services ordered, and then only to the extent that such items are consistent with the other terms of this Purchase Order and/or the University's Request for Quotation.
- 22. INSURANCE-Seller agrees to furnish Workers' Compensation Insurance in the amounts required by law. Public Liability and Property Damage coverage shall be for all operations under the proposal for at least \$100,000 for one person and \$300,000 for each accident for bodily injury or death; and for property damage at least \$50,000 for each accident, plus coverage for the equipment being moved. Certificate of Insurance is to be on file with the University's Procurement Services Office prior to performing any work or service on the University's campus.
- FUNDING OUT CLAUSE-This Purchase Order is subject to the allotment of state and/or federal funds, and may be null and void unless funds have been appropriated and are available for the purchase of the service or item, which forms the basis of the Contract.
- SIGNATURE-Only University Purchase Orders with authorized Signatures may contractually bind the University.
- AUDIT-The Contractor shall maintain documentation for all charges against the TBR and payment made by the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment. These documents shall be subject to audit at any time and upon reasonable notice, by University or the Comptroller of the Treasury or their duly appointed representatives. The Contractor's financial statements shall be prepared in accordance with generally accepted accounting principles.
- Illegal Immigrants By acceptance of this purchase order, the vendor is attesting that the vendor will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If the vendor is discovered to have breached this attestation, the vendor shall be prohibited from supplying goods/services to any TBR institution/state for a period of one (1) year from the date of discovery of the breach. Rules of Finance and Administration, 0620.

#### ATTACHMENT 1

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	06-243	
CONTRACTOR LEGAL ENTITY NAME:	Carpenter Sullivan Sossaman	L.L.C.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1842496	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attention MOSIT be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document stall attach evidence showing the individual's authority to contractually bind the Contractor.

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED

Carpenter Sullivan Sossaman Rob Hoerter

TO:

400 Union Ave Memphis TN 38103-3216

### **PURCHASE ORDER**

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

PO Number: **P0015831** 

Issue Date: 08/07/07

Page No:

Delivery Date: 08/07/07

Vendor ID: 000005194

I ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED	rms of your quotation, to the University of Memphis, Memphis, TN. D IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED the date of delivery or from the date correct invoices are received,
whichever is later.	SEND INVOICE IN DUPLICATE TO:
SHIP TO:  S H 303 Administration Bidg 3720 Alumni Dr P Memphis TN 38152-3370 P ATTN: Pamela DeShields N G	B University of Memphis L Accounting Office L 275 Administration Bldg Memphis, Tennessee 38152-3370
THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALL DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.	LY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT
Reference Bid No. B500860, FY06-P0000447-2ND YR, FY07-P0 FY08-P0015831-4TH YR, FY09-57 THIS WILL RE-BID FOR FY10  The parties agree that the foressential Terms and Condition Master Order Contract Agreeme 1. The entire contract betwee consists of this Blanket/Mast for Proposals (Referenced her Proposal response and any Add Amendments to this Blanket/Mast executed. In the event of contract documents shall be constated following priority: Addenda as	ollowing shall be ms of this Blanket/ ent. een the parties ter Order, The Request rein), Contractor's denda and/or aster order Hereafter inflicting provisions, rued according to the
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Approved: Charles W Manuel	oved By: Dr. Shirley C. Raines, President OR COPY

Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

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(most recent with first priority) to this Blanket/ Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precendent over the Contractor's response.  2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order.							
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ACCOUNTING INFORMATION:

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman Rob Hoerter 400 Union Ave Memphis TN 38103-3216

### **PURCHASE ORDER**

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIA DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.	LLY IDE	NTIFIABLE, ED	UCATIONAL INSTITU	TION THAT DOE	S NOT
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115 Administration Bidg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

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Vendor ID: U00005194 Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later. SEND INVOICE IN DUPLICATE TO: SHIP TO: 8 303 Administration Bldg University of Memphis 3720 Alumni Dr Accounting Office Memphis TN 38152-3370 275 Administration Bldg Memphis, Tennessee 38152-3370 ATTN: Pamela DeShields N G G THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES. be relieved of liability to the University for damages sustained by virture of any breach of this Blanket/Master order by the supplier. 5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate to work performed or money received under this Blanket/Master order shall be maintained for a period of three (3) full years from the date of final payment, and be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, State of Tennessee, or their duly appointed representatives. 6. Any and all claims against the University for TOTAL: CONTINUED MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET. DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER. AUTHORIZED SIGNATURE: ACCOUNTING INFORMATION: FOR THE UNIVERSITY OF MEMPHIS

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

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115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.	IDE	IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT					
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VENDOR COPY

Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave

Memphis TN 38103-3216

### **PURCHASE ORDER**

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY	IDE	DENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT				
DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.						
consider the negotiation of the subject to annual renewal for additional years, after the firm of the "so-called" five (5) years be reviewed annually as to remark the reserves the right to cancel to order upon a thirty (30) day we however, if the contract/order the University does not provide to the renewal status of this term of this contract/order is cancelled at the end of the contract and in NO Way are got the subject to the renewal status of the cancelled and in NO Way are got the subject to the setimated and in NO Way are got the subject to the setimated and in NO Way are got the subject to th	up conew thi cit co co co thi thi thi	ap to four (4) rst initial year. contract/order will awal. The University see Code Annotated, his term contract/ letten notice. is not renewed, or e any information as contract/order, the automatically crent fiscal year. his order are				
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ACCOUNTING INFORMATION:

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

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400 Union Ave Memphis TN 38103-3216

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115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fex (901) 678-2102

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ACCOUNTING INFORM

110001-610000-74470

400,000.00

#### **ATTACHMENT 1**

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	06-243	
CONTRACTOR LEGAL ENTITY NAME:	Carpenter Sullivan Sossaman	L.L.C.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1842496	

The Contractor, Identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MidSI be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shalf attach evidence showing the individual's authority to contractually bind the Contractor.

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Proposal	s were sol	icited in July 200	4 for FY05,	with renewal or	otions not	to exceed a	total of f	ive years	. The award w	vas made to	Sossaman
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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman Rob Hoerter 400 Union Ave Memphis TN 38103

### **PURCHASE ORDER**

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PO Number: P0008497

Issue Date: 08/04/06

Page No: 1

Delivery Date: 08/04/06

Vendor ID: U00005194

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Memphis TN 38152-3370 ATTN: Pamela DeShields	L I N G	Memphis, Tennessee	38152-3370	NOT
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PPROVED: Charles W	A Dave	Dr. Shizley C. Rain	nes, Fresiden 1-Xamer 8/2/06	<u></u>

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave Memphis TN 38103

### **PURCHASE ORDER**

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

PO Number: P0008497

Issue Date: 08/04/06

Page No: 2

Delivery Date: 08/04/06

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Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED

BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later. SEND INVOICE IN DUPLICATE TO: SHIP TO: В 303 Administration Bldg University of Memphis 1 Accounting Office 3720 Alumni Dr L Admin-Bldg Room 303 275 Administration Bldg L Memphis TN 38152-3370 Memphis, Tennessee 38152-3370 1 ATTN: Pamela DeShields N N G THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES. (most recent with first priority) to this Blanket/ Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precendent over the Contractor's response. 2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order. TOTAL: CONTINUED MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET. DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER. AUTHORIZED SIGNATURE:

ACCOUNTING INFORMATION: 110001-610000-74470

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Procurement Services 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave Memphis TN 38103

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110001-610000-74470

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VENDOR COPY

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave Memphis TN 38103

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303 Administration Blda Ĥ 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370 ATTN: Pamela DeShields Ν G

University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

> personal injury and/or property damage resulting from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et sea.

- 7. The supplier shall not assign this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.
- 8. Travel related issues are subject to the rules of the TBR Travel Policy.

TOTAL:

CONTINUED

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

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115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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110001-610000-74470

400,000.00

## THE UNIVERSITY OF

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Carpenter Sullivan Sossaman

Rob Hoerter 400 Union Ave Memphis TN 38103

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THE UNIVERSITY OF

### University of Memphis Purchasing Department

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

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Sossaman & Assoc 400 Union Ave Memphis TN 38103

MS. GOODS GORDIS

THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

PO Number:

P0000447

Issue Date:

07/18/05

Page No:

1

Delivery Date:

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SHIP TO:

SEND INVOICE IN DUPLICATE TO:

303 Administration Bldg Н 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370 В L L Ν G

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University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

> Reference #B500860, FY05-M500920-1st YR, FY06-P0000447-2nd YR, FY07-3rd YR, FY08-4th YR, FY09-5th and final year. This will re-bid for FY10

The parties agree that the following shall be essential Terms and Conditions of this Blanket/ Master Order Contract Agreement.

1. The entire contract between the parties consists of this Blanket/Master Order, The Request for Proposals (Referenced herein), Contractor's Proposal response and any Addenda and/or Amendments to this Blanket/Master order Hereafter executed. In the event of conflicting provisions, the documents shall be construed according to the following priority: Addenda and/or Amendments (most recent with first priority) to this Blanket/

TOTAL:

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ACCOUNTING INFORMATION:

110001-610000-74470

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**AUTHORIZED** SIGNATURE:

THE UNIVERSITY OF MEMPHIS.

### University of Memphis Purchasing Department

Purchasing Department 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Sossaman & Assoc 400 Union Ave Memphis TN 38103 THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

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Please supply the following items or services in accordance with terms of your quotation, to the University of Memphis, Memphis, TN. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

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SHIP TO:

SEND INVOICE IN DUPLICATE TO:

303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370
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University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

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Master Order, This Blanket/Master Order, University's Request for Proposal, and Contractor's Proposal, However in any event the University's standard bid/proposal form Terms and Conditions takes precendent over the Contractor's response.

- 2. The Contractor (and/or supplier) warrants that no part of the total contract amount herein shall be paid directly or indirectly to any officer or employee of the University or the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or formed relative to this Blanket/Master order.
- 3. This Blanket/Master order may be terminated by

TOTAL:

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MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

DROP SHIPMENTS MUST SHOW ORIGINAL VENDOR AND OUR ORDER NUMBER.

ACCOUNTING INFORMATION:

110001-610000-74470

270,000.00

AUTHORIZED SIGNATURE:

MEMPHIS.

### **University of Memphis**

Purchasing Department
115 Administration Bldg
Memphis, TN 38152-3370
Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

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Sossaman & Assoc 400 Union Ave Memphis TN 38103 THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER

PO Number:

P0000447

Issue Date:

07/18/05

Page No:

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Delivery Date:

07/18/05

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University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370

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either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In the event, the supplier shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

4. If the supplier/contractor fails to fulfill in timely and proper manner the supplier's obligations under this Blanket/Master Order, or if the supplier shall violate any of the terms of this Blanket/Master order, the University shall have the right to immediately terminate this Blanket/Master order and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the supplier shall not be relieved of liability to the University for

TOTAL:

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THE UNIVERSITY OF MEMPHIS.

## University of Memphis Purchasing Department

Purchasing Department 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370 B I L I I N G

University of Memphis Accounting Office 275 Administration Bldg Memphis, Tennessee 38152-3370

THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

damages sustained by virture of any breach of this Blanket/Master order by the supplier.

- 5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate to work performed or money received under this Blanket/Master order shall be maintained for a period of three (3) full years from the date of final payment, and be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, State of Tennessee, or their duly appointed representatives.
- 6. Any and all claims against the University for personal injury and/or property damage resulting

TOTAL:

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## University of Memphis Purchasing Department

Purchasing Department 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Sossaman & Assoc 400 Union Ave Memphis TN 38103 THIS NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

PLIENT TO THE	A PESCRIPTION SECTION	PERUNDIERICE	EXPENSION:
	from the negligence of the University shall be submitted to the Board of Claims or Claims Commission pursuant to T. C. A. Section 9-8-301, et seq.  7. The supplier shall not assing this order or enter into subcontracts for any of the work described herein, without obtaining the prior written approval of the University or the Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.  8. Travel related issues are subject to the rules of the TBR Travel Policy.  The University of Memphis reserves the right to consider the negotiation of this contract/order		
		TOTAL:	CONTINUED

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THE LINIVERSITY OF MEMPHIS.

University of Memphis
Purchasing Department

Purchasing Department 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/ order upon a thirty (30)day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the term of this contract/order is automatically cancelled at the end of the current fiscal year. The following product (s) description has been summarized. Product (s) delivered against this order must be made in accordance with the referenced quotation/proposal document (s).

TOTAL:

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AUTHORIZED SIGNATURE:

THE LINIVERSITY OF MEMPHIS. University of Memphis
Purchasing Department

115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO:

Sossaman & Assoc 400 Union Ave

Memphis TN 38103

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

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2004POORT ENVIRE	Care Control of the C	Name of the Control o	The Dollar amounts listed on this order are estimated and in NO Way are guaranteed to be used or obligated to be spent against this order. The amount that is spent may be less or more than the stated amount on this order. The amounts on this order are for budget information only. This Order is subject to cancellation upon a thirty (30) day written notice. This order does not guarantee that any funds will be spent on this order.		
1		EA	Sossaman blanket renewal  For the on call needs and requirements of  Marketing and Publications services to provide  advertising and public relations services to		270,000.00
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**AUTHORIZED** SIGNATURE:

MEMPHIS.

## University of Memphis Purchasing Department

Purchasing Department 115 Administration Bldg Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ISSUED TO: Sossaman & Assoc 400 Union Ave

Memphis TN 38103

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THE UNIVERSITY OF MEMPHIS IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

promote the mission of the University of Memphis as outlined in our RFP #B500860, at the prices as listed within your pricing data as adjusted and revised for reasons and subject to negotiations for any other area not covered within the RFP subject to be within the best interest of the University of Memphis. All of the referenced materials, the RFP #B500860, Sossaman's response to the RFP are all made a part of this Blanket Standing Order the same as if copied in full herein.

TOTAL:

270,000.00

MSDS SHEETS MUST BE FURNISHED WITH SHIPMENT FOR APPLICABLE PRODUCTS. IF MAILED SEPARATELY FROM SHIPMENT, OUR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE SHEET.

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Change Order No.:

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P0000447 CHANGE #1

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

ID No.: U00005194

Sossaman + Associates Advertising In 400 Union Ave Memphis TN 38103 Address:

303 Administration Bldg 3720 Alumni Dr Admin Bldg Room 303 Memphis TN 38152-3370

07/18/05	07/18/05		275 Adn	BILL IN DUPLICATE TO:  Accounting Office 275 Administration Bldg Memphis, TN 38152-3370		
TEM QUANTITY	FY06-P0000447-2nd Y FY09-5th and final The parties agree the essential Terms and Master Order Contral. The entire control consists of this Bl for Proposals (Reference Proposal response a Amendments to this executed. In the exthe documents shall following priority: (most recent with following This	FY05-M500920-1st YR, R, FY07-3rd YR, FY08-4 year. This will re-bid that the following shall Conditions of this Bl ct Agreement. ract between the particanket/Master Order, The renced herein), Contra and any Addenda and/or Blanket/Master order H rent of conflicting pro be construed accordin Addenda and/or Amendm irst priority) to this Blanket/Master Order, at for Proposal, and	for FY10  l be anket/ es e Request ctor's ereafter visions, g to the ents	EXTENDED PRICE		

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Change Order No.:

P0000447 CHANGE #1

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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ORDER DATE         DATE REQUIRED         TERMS           07/18/05         07/18/05			Accounting Office 275 Administration Bldg Memphis, TN 38152-3370			
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PURCHASE ORDER NO MUST APPEAR ON ALL SHIPPING DOCUMENTS AND INVOICES \*\*\*\*

Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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ID No.: U00005194

Sossaman + Associates Advertising In

400 Union Ave Memphis TN 38103 Address:

303 Administration Bldg

3720 Alumni Dr

Admin Bldg Room 303 Memphis TN 38152-3370

QUANTITY  DESCRIPTION  compensation for any satisfactory authorized work  completed as of the termination date.  4. If the supplier/contractor fails to fulfill in  timely and proper manner the supplier's  obligations under this Blanket/Master Order, or if  the supplier shall violate any of the terms of  this Blanket/Master order, the University shall  have the right to immediately terminate this  Blanket/Master order and withhold payments in  excess of fair compensation for work completed.  Notwithstanding the above, the supplier shall not  be relieved of liability to the University for  damages sustained by virture of any breach of this  Blanket/Master order by the supplier.	EXTENDED PRICE
5. The supplier shall maintain documentation for all charges against the University under this Blanket/Master order. The books, records and documents of the supplier, insofar as they relate	

Change Order No.:

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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ID No.: U00005194

Sossaman + Associates Advertising In 400 Union Ave

Memphis TN 38103

Address:

303 Administration Bldg 3720 Alumni Dr

Admin Bldg Room 303 Memphis TN 38152-3370

**BILL IN DUPLICATE TO: TERMS** DATE REQUIRED ORDER DATE Accounting Office 275 Administration Bldg 07/18/05 07/18/05 Memphis, TN 38152-3370 UNIT PRICE EXTENDED PRICE QUANTITY DESCRIPTION ITEM Tennessee State Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to. bid on the contract. 8. Travel related issues are subject to the rules of the TBR Travel Policy. The University of Memphis reserves the right to consider the negotiation of this contract/order . subject to annual renewal for up to four (4) additional years, after the first initial year. The "so-called" five (5) year contract/order will be reviewed annually as to renewal. The University in accordance with the Tennessee Code Annotated, reserves the right to cancel this term contract/ order upon a thirty (30)day written notice. However, if the contract/order is not renewed, or the University does not provide any information as to the renewal status of this contract/order, the .00

Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102 Change Order No.:

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102 Change Order No.:

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Sossaman + Associates Advertising In

400 Union Ave Memphis TN 38103 Address:

303 Administration Bldg

3720 Alumni Dr

Admin Bldg Room 303

Memphis TN 38152-3370

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102

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Purchasing Department 115 Administration Bldg. Memphis, TN 38152-3370 Phone (901) 678-2265 Fax (901) 678-2102 Change Order No.:

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### Purchase Order

DATE P.O. NUMBER 09/30/04 M500920

## The University of Memphis

PURCHASING DEPARTMENT MEMPHIS TN 38152-0001

MEMPHIS TN 38152-0001 SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS FAX: (901)678-2102 Phone: (901)678-2265 QUOTE NO. / QUOTE DATE EXPECTED DELIVERY DATE F.O.B. TERMS Destination-Prepaid DONNA E GORDY 08/11/04 N PURCHASING CONTACT REQUEST DEPARTMENTAL / INTERNAL NO. VENDOR I.D. NO. PHONE 901/678-2266 \*\*\*\* V0000641480 JAMES NABORS B500860 S ٧ H THE UNIVERSITY OF MEMPHIS E SOSSAMAN & ASSOCIATES MARKETING AND PUBLICATIONS 400 UNION AVENUE Ν MEMPHIS TN 38103 CREATIVE SERVICES D 303 ADMINISTRATIVE BUILDING 0 ATTN: LINDA BONNIN R MEMPHIS TN 38152-3370 0 PERCENT AMOUNT ACCOUNT NUMBER PERCENT AMOUNT ACCOUNT NUMBER DESCRIPTION UNIT PRICE EXTENSION NO. QUANTITY TINIT Master Order based on amount INDEFINITE QUANTITY CONTRACT. FOR THE ON CALL SUPPLY AND DELIVERY ON MISCELLANE-OUS ITEMS & SUPPLIES AS LISTED BELOW. TO BE USED BY THE DEPARTMENT LISTED IN THE "SHIP TO" SECTION. THE PERIOD OF TIME AS STATED ABOVE IN THE START DATE AND END DATE. ITEMS PUBLISHED IN THE TENNESSEE STATE TERM CONTRACTS ARE NOT TO BE INCLUDED IN PURCHASES COVERED BY THIS CONTRACT/ORDER. INVOICES ARE TO BE ANNO-TATED WITH THIS PURCHASE ORDER NUMBER & DEPARTMENT NAME. PERSONS AUTHORIZED TO PLACE ORDERS AGAINST THIS ORDER ARE THOSE LISTED ABOVE IN THE SHIP TO SECTION OF THIS ORDER. DOLLAR LIMITS MAY BE PLACED ON THIS ORDER-SEE THE ITEM/S # THE PARTIES AGREE THAT THE FOLLOWING SHALL BE ESSENTIAL TERMS AND CONDITIONS OF THIS MASTER ORDER CONTRACT AGREEMENT. ..,.,.,... 1. THE ENTIRE CONTRACT BETWEEN THE PARTIES CONSISTS OF THIS MASTER ORDER, THE REQUEST FOR PROPOSALS (REFERENCED -ABOVE, CONTRACTOR'S PROPOSAL RESPONSE & ANY ADDENDA AND/OR AMENDMENTS TO THIS MASTER ORDER HEREAFTER EXECUTED. IN THE EVENT OF CONFLICTING PROVISIONS, THE DOCUMENTS SHALL BE CONSTRUED ACCORDING TO THE FOLLOWING PRIORITY: ADDENDA AND/ CONTINUED THE UNIVERSITY OF MEMPHIS TOTAL >>

By: Milia J. Mabira

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The University of Memphis

09/30/04 M500920

PURCHASING DEPARTMENT MEMPHIS TN 38152-0001 SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS FAX: (901)678-2102 Phone: (901)678-2265 QUOTE NO. / QUOTE DATE EXPECTED DELIVERY DATE F.O.B. TERMS VENDOR I.D. NO. DEPARTMENTAL / INTERNAL NO. REQUEST PURCHASING CONTACT PHONE \*\*\*\* V0000641480 901/678-2266 B500860 JAMES NABORS S ٧ H Ε THE UNIVERSITY OF MEMPHIS SOSSAMAN & ASSOCIATES Ν MARKETING AND PUBLICATIONS \*\*\* PO CONTINUATION \*\*\* D CREATIVE SERVICES \*\*\* PAGE NUMBER BELOW \*\*\* 0 303 ADMINISTRATIVE BUILDING Т R O MEMPHIS TN 38152-3370 ACCOUNT NUMBER PERCENT THUOMA AMOUNT PERCENT ACCOUNT NUMBER UNIT PRICE EXTENSION UNIT DESCRIPTION QUANTITY NO. OR AMENDMENTS (MOST RECENT WITH FIRST PRIORITY) TO THIS MASTER ORDER, THIS MASTER ORDER, UNIVERSITY'S REQUEST FOR PROPOSAL, AND CONTRACTOR'S PROPOSAL. HOWEVER IN ANY EVENT THE UNIVERSITY'S STANDARD BID/PROPOSAL FORM TERMS AND CONDITIONS TAKES PRECENDENT OVER THE CONTRACTOR'S RESPONSE. 2. THE CONTRACTOR (AND/OR SUPPLIER) WARRANTS THAT NO PART OF THE TOTAL CONTRACT AMOUNT HEREIN SHALL BE PAID DIRECTLY OR INDIRECTLY TO ANY OFFICER OR EMPLOYEE OF THE UNIVERSITY OR THE STATE OF TENNESSEE AS WAGES, COMPENSATION, OR GIFTS IN EXCHANGE FOR ACTING AS OFFICER, AGENT, EMPLOYEE, SUB-CONTRACTOR, OR CONSULTANT TO THE CONTRACTOR IN CONNECTION WITH ANY WORK CONTEMPLATED OR FORMED RELATIVE TO THIS MASTER ORDER. 3. THIS MASTER ORDER MAY BE TERMINATED BY EITHER PARTY BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST THIRTY (30) DAYS BEFORE THE EFFECTIVE DATE OF TERMINATION IN THE EVENT THE SUPPLIER SHALL BE ENTITLED TO RECEIVE JUST AND EQUITABLE COMPENSATION FOR ANY SATISFACTORY AUTHORIZED WORK COMPLETED AS OF THE TERMINATION DATE. 4. IF THE SUPPLIER/CONTRACTOR FAILS TO FULFILL IN TIMELY AND PROPER MANNER THE SUPPLIER'S OBLIGATIONS UNDER THIS MASTER

THE UNIVERSITY OF MEMPHIS

Signature

TOTAL >>

CONTINUED

Date / - 12/

Page 2



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#### Purchase Order

DATE P.O. NUMBER M500920 09/30/04

## The University of Memphis

PURCHASING DEPARTMENT

MEMPHIS TN 38152-0001 SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS Phone: (901)678-2265 FAX: (901)678-2102 QUOTE NO. / QUOTE DATE EXPECTED DELIVERY DATE TERMS F.O.B. DEPARTMENTAL / INTERNAL NO. VENDOR I.D. NO. PURCHASING CONTACT PHONE REQUEST \*\*\*\* JAMES NABORS 901/678-2266 B500860 V0000641480 S ٧ H E SOSSAMAN & ASSOCIATES THE UNIVERSITY OF MEMPHIS Ν MARKETING AND PUBLICATIONS \*\*\* PO CONTINUATION \*\*\* D \*\*\* PAGE NUMBER BELOW \*\*\* CREATIVE SERVICES 0 303 ADMINISTRATIVE BUILDING Т R 0 MEMPHIS TN 38152-3370 ACCOUNT NUMBER PERCENT ACCOUNT NUMBER PERCENT AMOUNT TAUOMA UNIT PRICE QUANTITY UNIT DESCRIPTION EXTENSION NO. ORDER, OR IF THE SUPPLIER SHALL VIOLATE ANY OF THE TERMS OF THIS MASTER ORDER, THE UNIVERSITY SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE THIS MASTER ORDER AND WITHHOLD PAYMENTS IN EXCESS OF FAIR COMPENSATION FOR WORK COMPLETED. NOTWITH STANDING THE ABOVE, THE SUPPLIER SHALL NOT BE RELIEVED OF LIABILITY TO THE UNIVERSITY FOR DAMAGES SUSTAINED BY VIRTURE OF ANY BREACH OF THIS MASTER ORDER BY THE SUPPLIER. 5. THE SUPPLIER SHALL MAINTAIN DOCUMENTATION FOR ALL CHARGES AGAINST UNIVERSITY UNDER THIS MASTER ORDER. THE BOOKS, RECORDS AND DOCUMENTS OF THE SUPPLIER, INSOFAR AS THEY RELATE TO WORK PERFORMED OR MONEY RECEIVED UNDER THIS MASTER ORDER SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) FULL YEARS FROM THE DATE OF FINAL PAYMENT, AND BE SUBJECT TO AUDIT, AT ANY REASONABLE TIME AND UPON REASONABLE NOTICE, BY THE UNIVERSITY OR THE COMPTROLLER OF THE TREASURY, STATE OF TENNESSEE, OR THEIR DULY APPOINTED REPRESENTATIVES. 6. ANY AND ALL CLAIMS AGAINST THE UNIV. FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENCE OF THE UNIVERSITY SHALL BE SUBMITTED TO THE BOARD OF CLAIMS OR CLAIMS COMMISSION OF THE STATE OF TENNESSEE. DAMAGES RECOVER-CONTINUED THE UNIVERSITY OF MEMPHIS TOTAL >>

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Purchase Order

The University of Memphis

DATE P.O. NUMBER M500920 09/30/04

PURCHASING DEPARTMENT

MEMPHIS TN 38152-0001 SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS Phone: (901)678-2265 FAX: (901)678-2102 TERMS QUOTE NO. / QUOTE DATE EXPECTED DELIVERY DATE F.O.B. PURCHASING CONTACT PHONE REQUEST DEPARTMENTAL / INTERNAL NO. VENDOR I.D. NO. 901/678-2266 B500860 JAMES NABORS V0000641480 ٧ S H E THE UNIVERSITY OF MEMPHIS SOSSAMAN & ASSOCIATES N 1 \*\*\* PO CONTINUATION \*\*\* MARKETING AND PUBLICATIONS D \*\*\* PAGE NUMBER BELOW \*\*\* CREATIVE SERVICES 0 303 ADMINISTRATIVE BUILDING Ţ R 0 MEMPHIS TN 38152-3370 ACCOUNT NUMBER PERCENT AMOUNT ACCOUNT NUMBER PERCENT AMOUNT QUANTITY UNIT DESCRIPTION UNIT PRICE EXTENSION NO. ABLE AGAINST THE UNIVERSITY SHALL BE EXPRESSLY LIMITED TO CLAIMS PAID BY THE BOARD OF CLAIMS OR CLAIMS COMMISSION PURSUANT TO T. C. A. SECTION 9-8-301, ET SEQ. THE SUPPLIER SHALL NOT ASSIGN THIS ORDER OR ENTER INTO SUBCONTRACTS FOR ANY OF THE WORK DESCRIBED HEREIN WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE UNIVERSITY OR TN STATE BOARD OF REGENTS, AS APPROPRIATE. APPROVAL SHALL NOT BE GIVEN IF THE PROPOSED SUBCONTRACTOR WAS OR IS CURRENTLY INELIGIBLE TO BID ON THE CONTRACT. 8. TRAVEL ISSUES SUBJECT TO TBR POLICY. ALL TERMS AND CONDITIONS OF BID REQUEST ARE INCORPORATED IN THIS PURCHASE ORDER AND ARE MADE AN INTEGRAL PART THEREOF THE SAME AS IF COPIED FULL HEREIN. \*\*\*\*\* THIS ORDER IS SUBJECT TO CANCELLATION UPON A THIRTY (30) DAY WRITTEN NOTICE THIS ORDER DOES NOT GUARANTEE THAT ANY FUNDS WILL BE SPENT ON THIS ORDER. \*\*\*\*\* COORDINATION OF WORK ON THIS MASTER ORD MUST BE MADE WITH LINDA BONNIN, OR DESGN PHONE #901-678-3949. REFERENCE #B500860, FY05-M500920-1ST YR, FY06-2ND YR, FY07-3RD YR, FY08-4TH YR, FY09-5TH & FINAL YR

THE UNIVERSITY OF MEMPHIS

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Signature

Purchase Order

DATE P.O. NUMBER 09/30/04 M500920

### The University of Memphis

PURCHASING DEPARTMENT MEMPHIS TN 38152-0001

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